

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

DAHKEEM MILLER, on his own  
behalf and on behalf of  
others similarly  
situated, et al.

: Docket #21-cv-02616

Plaintiffs, :

-against- :

CITY OF NEW YORK, et al, : New York, New York  
September 26, 2024

Defendants.

-----:

\*\*\*DRAFT TRANSCRIPT\*\*\*

PROCEEDINGS BEFORE  
THE HONORABLE JENNIFER E. WILLIS  
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

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E X A M I N A T I O N S

<u>Witness</u>	<u>Direct</u>	<u>Cross</u>	<u>Re-</u> <u>Direct</u>	<u>Re-</u> <u>Cross</u>
None				

E X H I B I T S

<u>Exhibit</u> <u>Number</u>	<u>Description</u>	<u>ID</u>	<u>In</u>	<u>Voir</u> <u>Dire</u>
None				

1 THE DEPUTY CLERK: All rise. Judge  
2 Jennifer E. Willis is now presiding. Court is now  
3 in session.

4 THE COURT: You may be seated.

5 THE DEPUTY CLERK: Good afternoon, Your  
6 Honor.

7 THE COURT: Good afternoon.

8 THE DEPUTY CLERK: We are here for Miller  
9 v. City of New York; Docket Number: 21-cv-2616. We  
10 ask the counsels for plaintiff, as well as counsel  
11 for defense, please rise and state their names for  
12 the record.

13 MR. REINERT: Good afternoon, Your Honor.  
14 Alexander Reinert for the plaintiffs. With me at  
15 counsel table is Eric Hecker, Alexander Goldenberg  
16 and Daniel Mullkoff.

17 THE COURT: Good afternoon.

18 MR. SCHEINER: Good afternoon, Your Honor.  
19 Alan Scheiner from the New York City Law Department  
20 for the defendants.

21 THE COURT: Good afternoon.

22 So, as I had indicated during our hearing  
23 on the motion last time, because it is the desire  
24 and the intention of the parties collectively that  
25 this decision sort of not be used for precedential

1 value, and the parties have already agreed that it  
2 is not appealable, any order that I file, I don't  
3 have the power to tell different recording services  
4 not to take that decision and put it wherever they  
5 put it in the usual course.

6 So my thought was that coming here, reading  
7 an oral decision into the record, which I would then  
8 follow with a very, very abbreviated decision which  
9 will merely have the holdings and will reaffirm the  
10 fact that both sides have agreed not to appeal, and  
11 allow the parties to understand what was clearly a  
12 negotiated and intended outcome for the parties that  
13 this is the decision.

14 Reading the due reference of names,  
15 because, again, just because it's important to me  
16 that the parties understand, I've grappled with the  
17 issues that I'm basing my decision on -- you know,  
18 on law and reason, and so I haven't -- it's, in  
19 fact, not being provided, so I will not keep telling  
20 you my rulings and my reasonings.

21 Challenge to those who signed in other  
22 case, denied; City's challenged incarceration,  
23 granted, but he conceded and actually served them.  
24 So if there's a period of pretrial detainees, then  
25 started serving a sentence, then stopped serving

1     that sentence, it would only be the period of time  
2     where they were serving a sentence of incarceration  
3     that they would be excluded from the calculation of  
4     the class for that time period.

5             And third, class counsel's challenge to  
6     include six individual claimants who had been placed  
7     in the contagious disease unit is granted in part  
8     and denied in part, and I'll specify which  
9     potential -- which claimants are covered when we get  
10    there.

11            So first, I will explain my decision with  
12    respect to the general releases. And I want to  
13    acknowledge upfront that there are some courts that  
14    have enforced releases with the same or similar  
15    language as the releases in this case, but there are  
16    also courts that have declined to enforce identical  
17    releases. New York State has long disfavored  
18    general releases and limits their scope to topics  
19    contemplated by the parties at the time of executing  
20    the releases; see Mangini.

21            New York has, quote, special rules for  
22    evaluating such general releases. Those special  
23    rules require the Court to determine whether a  
24    release covering unknown claims was, quote, fairly  
25    and knowingly made; that's from Fleming.

1           In making this determination, the Court  
2 must employ a totality of the circumstances  
3 standard; see Gallo.

4           Plaintiffs allege that they were  
5 indefinitely placed in near-solitary confinement  
6 without due process, often for many months, and  
7 often with no idea how long this near-solitary  
8 confinement would last. Plaintiffs would have had  
9 no way of knowing at the time whether this treatment  
10 violated any procedures, as alleged in a complaint,  
11 and they would not have known that their treatment  
12 gave rise to a claim.

13           Later, some plaintiffs signed releases  
14 without any -- potential plaintiffs signed releases  
15 without any awareness of the pending potential class  
16 action, and under circumstances giving rise to an  
17 inference that they only intended to settle the  
18 disputes before them. The plaintiffs could not have  
19 intended for their releases to cover the claims in  
20 this class action. And under these circumstances, I  
21 find that plaintiffs did not fully and fairly waive  
22 their rights to the claims in this class action  
23 complaint.

24           I find that this case is analogous to  
25 Chaponi or Chiapon, and the issues at stake in this



1 class action were, quote, not yet in dispute, end  
2 quote, at the time the general releases were  
3 executed.

4           Moreover, in this case there are additional  
5 reasons to conclude that the plaintiffs, as well as  
6 the City, did not intend to agree upon general  
7 releases that would prohibit claims for unknown  
8 injuries. These reasons include, one, the  
9 relatively low amounts that those cases were settled  
10 for; two, the City's own course of conduct; and  
11 three, the listing of the index numbers of those  
12 cases on the releases in the settled cases.

13           Therefore, as in Mangini, it would be  
14 inequitable to allow the releases to serve as a bar  
15 to this claim. Therefore, the City's challenge to  
16 exclude the signatories of general releases is  
17 denied.

18           Additionally, because the Court is only  
19 declining to enforce the interpretation of the  
20 releases proposed by the City and is not  
21 invalidating the underlying settlement agreements,  
22 there shall be no setoff of amounts previously  
23 received in those settlements, and the cases settled  
24 by those agreements are not to be reopened.

25           We'll turn next to the definition of



1 pretrial detainee.

2           The Court is left with the unavoidable  
3 conclusion that the parties intended to exclude  
4 those that were not exclusively pretrial detainees  
5 when they negotiated their proposed settlement. The  
6 City would have unique defenses, both with respect  
7 to liability and to damages for those already  
8 convicted and serving a sentence of incarceration.  
9 Even if people serving sentences could theoretically  
10 be included in the same class as pretrial detainees,  
11 there are strong reasons why the language in the  
12 settlement agreement would reasonably exclude those  
13 serving a sentence of incarceration.

14           Defendant is correct that in the cases  
15 cited by plaintiff, the courts interpreted the  
16 terms, quote, and/or in context and analyzed those  
17 agreements as a whole; see Kaufman, ^Fraternity, and  
18 Fairfield.

19           It is well settled that New York law  
20 prefers an interpretation of contract that gives  
21 words and phrases full meaning and effect over one  
22 that renders them meaningless; see Galley and  
23 Nautilus.

24           Plaintiffs' proposed interpretation would  
25 render the phrase "serving a sentence of

1 incarceration" superfluous, which is a result to be  
2 avoided under New York contract law; C. Picarelli.

3 Moreover, the Court finds that the Qhin,  
4 Q-H-I-N, data to be sufficient to demonstrate which  
5 potential class members are to be excluded.

6 For this reason, the City's challenge to  
7 exclude those already serving a sentence of  
8 incarceration is granted. But as I said previously,  
9 as the City conceded in its brief, the exclusion is  
10 only for the portion of the claim during which those  
11 claimants were actually serving a sentence of  
12 incarceration.

13 Lastly, I turn to plaintiffs' contagious  
14 disease unit challenges.

15 First, the Court determines that the City  
16 did have fair reasons to quarantine every single  
17 person who came into DOC's custody at the beginning  
18 of COVID. Nevertheless, that valid concern may not  
19 have justified placing every individual into  
20 near-solitary confinement conditions. Whether the  
21 City violated due process by placing every  
22 individual coming off the street into solitary-like  
23 confinement is not before the Court.

24 The only question before this Court is  
25 contractual, and here, the parties agreed that

1 challenges shall be deemed successful unless the  
2 medical records demonstrate that the person was  
3 housed in West Facility because they had been  
4 diagnosed with or were suspected of having  
5 contracted a contagious disease. If every newly  
6 admitted individual were deemed to be suspected of  
7 having contracted a contagious disease by virtue of  
8 the fact that they were a newly admitted individual,  
9 there would be nothing for the medical records to  
10 demonstrate, and the reference to medical records in  
11 the contract would be superfluous; see Picarelli.  
12 Therefore, notations to COVID clearance, without  
13 more, fail to demonstrate that the person was  
14 suspected of having contracted a contagious disease.

15 Turning to the specific challenges.

16 First, as to Michael Caraballo, the City  
17 emphasizes that Mr. Caraballo's medical records  
18 indicate that he was in CDU for COVID clearance.  
19 However, that notation was made on March 8th, and  
20 Mr. Caraballo tested negative on March 5th, and  
21 according to the City's submission, again on March  
22 15th. The comment that he was there for COVID  
23 clearance paired with the negative tests is  
24 insufficient to demonstrate that he was suspected of  
25 having a contagious disease. So the challenge is

1 granted and Mr. Carabello will be included in the  
2 class.

3 Next, as to Michael Masturzi, the records  
4 for Mr. Masturzi indicate an opioid OD, small, acute  
5 left occipital infarct. While individuals can  
6 certainly have COVID along with other medical  
7 problems, the records here indicate that he was  
8 placed in CDU due to the opioid overdose and the  
9 left occipital infarct, and not for having  
10 contracted or being suspected of having a contagious  
11 disease. Again, blanket COVID clearances are  
12 insufficient. This challenge is granted and  
13 Mr. Masturzi will be included in the class.

14 Next, as to Raheem Wilson, Mr. Wilson's  
15 records from September 2021 state: History of  
16 present illness. Patient with asthma, never vaxed.  
17 Last COVID, 6/21, negative. Known communicable  
18 disease requiring contact or airborne isolation  
19 influenza-like illness. There is clear indication  
20 in the medical records for Mr. Wilson that he was  
21 suspected of having contracted a contagious disease.  
22 So this challenge is denied, and Mr. Wilson is not  
23 in the class.

24 Next as to Joshua Morsiglio, per the  
25 medical records, Mr. Morsiglio tested negative for

1 COVID on May 6th and then refused to test on May  
2 19th. He was then placed in CDU. The City cannot  
3 punish inmates who refuse to test by placing them in  
4 near-solitary confinement conditions. Mr. Morsiglio  
5 had tested negative and then refused further tests.  
6 Notably, there is no indication of symptoms or close  
7 contact with infected people in his medical records,  
8 and therefore no individualized suspicion that he  
9 had contracted a contagious disease. This challenge  
10 is granted, and Mr. Morsiglio will be included in  
11 the class.

12 Next, as to Rahim Ula, Mr. Ula's records  
13 include a notation, quote, for COVID clearance, and  
14 his records indicate that he was admitted for wound  
15 care. Thus, the medical records do not demonstrate  
16 that he was suspected of having contracted a  
17 contagious disease. As previously indicated, COVID  
18 clearance is insufficient, and here, there is a  
19 particularized reason that he was placed there,  
20 which is not on suspicion of contracting a  
21 contagious disease. So this challenge is granted,  
22 and Mr. Ula will be included in the class.

23 Last, as to Kadim Anderson, as above, as  
24 previously mentioned with Mr. Ula, Mr. Anderson's  
25 records indicate that he refused intake. Nothing in



1 the records indicate that he was under any suspicion  
2 of having contracted a contagious disease. This  
3 challenge is granted, and Mr. Anderson will be  
4 included in the class.

5 Finally, I'd like to finish by  
6 complimenting the excellent work by the attorneys on  
7 both sides. These were clearly complex and weighty  
8 issues, and the briefs were very well done and  
9 submitted on what was a very expedited timeline, and  
10 I appreciate that.

11 With that, and as I indicated, I will be  
12 following this up as soon as I get back upstairs  
13 with a very short order, which should close out a  
14 number of the open gavels. And in brief, we'll  
15 reiterate the rulings that I have made.

16 With that, is there anything further that  
17 we need to discuss on behalf of plaintiff?

18 MR. REINERT: Thank you, Your Honor.  
19 There's a couple of clarifications I'd like to just  
20 get out and make sure we have them on the record.

21 Just first, to be clear, when the Court  
22 says this person is not included in the class,  
23 technically, I think what the Court needs to say is  
24 that CDU time will not be included in their  
25 compensation. Some of these individuals serve time

1 at other points where no one is arguing that they're  
2 not class members. I just want to make sure that's  
3 clear on the record.

4 The other thing is, there was one pretrial  
5 challenge that we noted in our paper, was submitted  
6 late by the City, and there was briefing on both  
7 sides on that issue; it's Mr. Foote, Mr. Enrique  
8 Foote. So I'm not -- you know, I don't know if the  
9 Court has considered that, and if not, it's  
10 obviously fine for the Court to make a determination  
11 as to that. But we, of course, hear the Court's  
12 ruling on the argument as to the pretrial  
13 challenges. But as to Mr. Foote, we had made a  
14 specific argument that it was late under the  
15 stipulation, which, of course, is separate from the  
16 question of whether or not he was a pretrial  
17 detainee or not when he served the time in question.

18 So that's just in terms of making sure that  
19 we have all of the -- whatever -- I's dotted and T's  
20 crossed.

21 And then, I just want to look forward for a  
22 moment, Your Honor.

23 As we had indicated in one of our letters  
24 to the Court, we did not present every class member  
25 challenge to the Court because we assumed that the



1 Court's resolution of the pending class member  
2 challenges would give enough guidance to us as  
3 counsel that we can move forward and figure them  
4 out. And I anticipate that this is sufficient, as I  
5 understand the Court's ruling.

6 Of course, it is possible that -- and I'm  
7 ready to send to Mr. Scheiner our list of the  
8 challenges that remain, and how we think they should  
9 be resolved given the Court's resolution of the CDU  
10 issues. There's a timeframe for Mr. Scheiner to  
11 respond to that, and I'm going to be giving him all  
12 of the medical records and the specific references  
13 to that. Of course, I assume that we will be able  
14 to work it out; it's possible that we won't, in  
15 which case I think we would have to be back before  
16 the Court.

17 And I just appreciate the Court's careful  
18 attention to this case and -- and detailed attention  
19 to the case. As the Court is aware, once we get all  
20 this wrapped up, we can go to Judge Castel. So I am  
21 hopeful that we won't have to come back to the  
22 Court. But I'm just anticipating if, in case we do,  
23 we will -- we hope that we can get it resolved as  
24 quickly as possible.

25 The last issue of timing is with respect to

1 the pretrial challenges by the City that have been  
2 granted. The one thing we will need from the City,  
3 as a matter of timing -- and I would just appreciate  
4 Mr. Scheiner speaking to this -- is the City's  
5 specifics as to which days the City contends are  
6 covered by the pretrial challenges. Again, I don't  
7 think this should be a matter of dispute, but we  
8 don't have that yet from the City. Although we know  
9 what we think they are, we just haven't -- we don't  
10 have the specifics from the City.

11 So thank you.

12 THE COURT: And before you sit down, sir,  
13 there was a gentleman in the back who was raising  
14 his hand.

15 MR. REINERT: Mr. Vasquez is a class  
16 member, so it's to the --

17 THE COURT: I don't know. Just one moment.  
18 Perhaps you want to --

19 MR. REINERT: You want me to --

20 THE COURT: Well -- well, right, we  
21 haven't -- well --

22 MR. REINERT: I'll go have a -- I can go  
23 have a conversation, or -- I can go have a  
24 conversation with Mr. Vasquez.

25 I can put, on the record, Mr. Vasquez's

1 challenges is one of the ones that we were waiting  
2 for the Court's decision to guide us as to  
3 whether --

4 THE COURT: So, sir, and they can have  
5 further conversation with you about this to explain,  
6 but there were a couple of categories of challenges  
7 that were being made. And I think the idea between  
8 the parties was that how I would rule on some of  
9 those categories would then allow them to talk  
10 amongst themselves and say, well, this person,  
11 clearly, based on the logic of what I said, is in or  
12 is not, or this should count or this shouldn't. So  
13 instead of bringing every single issue before me,  
14 the idea was, you know, to get some -- right, to get  
15 some guidance.

16 So to the extent that you are someone that  
17 there be a particularized challenge or not about --  
18 it sounds like the parties now have some guidance  
19 about what category you should fall into. And they  
20 will then talk amongst themselves to see if they're  
21 in agreement about that. If they are, that's fine;  
22 if they're not, as plaintiffs' counsel has  
23 indicated, certainly they or the City is free to  
24 come back and say, here's some additional, you know,  
25 issues that we have in dispute. They may not need

1 to do that; they may be able to resolve remaining  
2 issues between the lawyers, but -- so to the extent  
3 that your particular challenge was -- was not heard  
4 today, sir, hopefully the rulings will give some  
5 guidance as to -- as to the fate of you as a  
6 potential claimant in the case.

7 MR. SCHEINER: Your Honor, if I may?

8 Yeah, defendants object to the plaintiff  
9 essentially requesting reconsideration of the  
10 Court's order by pointing to an argument that they  
11 made in the papers that they thought that you didn't  
12 address.

13 Our understanding is that the Court's  
14 decision is final. We didn't come here prepared for  
15 a re-argument of anything, and we think that's  
16 procedurally inappropriate to attempt.

17 THE COURT: And as to that, you're speaking  
18 with respect to Mr. Foote; is that correct, sir?

19 MR. SCHEINER: The assertion that the  
20 challenge was late, yes.

21 THE COURT: Right. So I -- with respect to  
22 the pretrial detention, I am making a blanket ruling  
23 there that folks who were serving a sentence for the  
24 period of time that they are serving the sentence --  
25 and you were certainly right to correct me on the --

1 I said it about the CDU folks, but I am not speaking  
2 as to broad class membership or not. And to the  
3 extent that I did, that was not my intention. I am  
4 talking about the period of time that somebody was  
5 serving a sentence, the period of time that folks  
6 were in CDU.

7 And so Mr. Foote is included in that  
8 blanket ruling with respect to if he was serving a  
9 concurrent sentence. So pretrial, but also serving  
10 a sentence.

11 MR. SCHEINER: And Mr. Reinert also  
12 mentioned something about what happens next and the  
13 timing of that. I think that is also beyond the  
14 scope of what the Court put on the agenda. We'll  
15 work as diligently as we can. I can't speak for  
16 what other people -- other people's schedules, what  
17 they're going to be doing. And I'm not even sure  
18 why Mr. Reinert thinks there's any ambiguity about  
19 the issue he raised.

20 So I don't think that it's appropriate for  
21 the Court to try to set a schedule for any of that  
22 today. If the plaintiffs -- obviously they're not  
23 shy about raising complaints if they want to.

24 THE COURT: And plaintiffs' counsel will  
25 obviously correct me if I'm wrong. I did not hear



1 him saying he wanted to set a schedule. I just  
2 thought, and he can obviously chime in if I -- if  
3 I've gotten this wrong, that he was just sort of  
4 alerting me to the fact that it is possible that  
5 there might be some more work for me to do on the  
6 case in the event that now -- that you sort of have  
7 your marching orders in terms of the rulings I have  
8 made, I did not hear him as asking to set a  
9 schedule, and I -- and I hadn't intended to do so.

10 My thought from what I'm hearing is that  
11 you and -- plaintiffs' counsel and you, sir, will  
12 sort of get together, figure out what periods of  
13 time are in, out, who's in, who's out, and to the  
14 extent that there is something then that I need to  
15 rule on, that one or the other side would bring that  
16 back to me.

17 MR. SCHEINER: Yes, Your Honor.

18 And in case this is an oversight by the  
19 plaintiffs -- they would never make an oversight,  
20 Your Honor. I just want to flag for the Court,  
21 medical information was discussed about individuals.  
22 I don't know if that's -- plaintiffs intend that to  
23 be public or not, but I just wanted to flag that as  
24 something that may require redaction. I think  
25 that's up to the plaintiffs.

1           Thank you, Your Honor.

2           MR. REINERT: Yeah, I think that's right.  
3           We might have to redact some specific assets -- ask  
4           that certain aspects of the transcript be redacted.

5           I do want to just get back to Mr. Foote,  
6           just so I understand the Court's -- the Court's  
7           ruling.

8           I wasn't -- I did not mean to ask for a  
9           reconsideration or that argument to be reconsidered.  
10          I was just ensuring that, if that's the Court's  
11          ruling, obviously we have agreed that it be final.  
12          So if the Court's ruling was that the challenge to  
13          Mr. Foote's -- the pretrial challenge to Mr. Foote  
14          is encompassed within the Court's resolution of the  
15          pretrial challenge, and therefore that our objection  
16          that the challenge was untimely has been rejected,  
17          then I just want to make sure that that's clear.  
18          And I'm not asking for reconsideration of anything.

19          THE COURT: In terms of the transcript, I  
20          do think that -- I'm going to interpret what you've  
21          said as being that, yes, you are requesting those  
22          portions be redacted. And so I think the mechanism  
23          by which that happens is someone orders the  
24          transcript, and then you review it; you say what  
25          portion should be redacted. And I agree that



1 obviously medical information was discussed, and  
2 that is information that is appropriately redacted  
3 from the public record. And so I am -- I hear your  
4 request for redaction and I grant that. And to  
5 effectuate that happening, again, someone needs to  
6 order a copy of the transcript so that the proposed  
7 redactions can be sent to the transcription folks.

8 Is there anything else that we need to  
9 discuss?

10 And I am correct, right, sir, that you were  
11 not trying to set a schedule?

12 MR. REINERT: Oh no, I was just asking if  
13 Mr. Scheiner was willing to tell us when he might be  
14 willing -- might be able to give us anything.

15 In any event -- but I don't mean to be, in  
16 any way, pushing. I just want to -- I just want to  
17 know with respect to Mr. Foote, has the challenge  
18 been granted notwithstanding our plan?

19 Okay.

20 THE COURT: Yes.

21 MR. REINERT: Thank you, Your Honor.

22 THE COURT: That is correct.

23 MR. SCHEINER: Your Honor, just a  
24 clarification about the transcript.

25 Occasionally -- I could be wrong -- when a

1 transcript is prepared, you know, for review, the  
2 court reporter will essentially post it on the  
3 docket, sometimes publicly, sometimes saying you can  
4 order it if you want it. And I think based on what  
5 we discussed at the beginning, that it would be best  
6 if the transcript was not posted on the docket in  
7 that way, but made available for redactions in case  
8 somebody were to order it, which is within their,  
9 you know, power.

10 THE COURT: I am not sure how -- what you  
11 were suggesting essentially would be saying that we  
12 order a copy but place it under seal. And I don't  
13 know that, in keeping with the ruling that Judge  
14 Castel had previously made about -- I don't know  
15 that the sort of requirements for something to be  
16 placed under seal would be met, and I'm not -- you  
17 sort of can't do proposed redactions without having  
18 the transcript to kind of know what the sections are  
19 to redact.

20 So I understand your concern that sort of  
21 once it's ordered, then it's there. And to the  
22 extent that we're trying to minimize the public  
23 footprint of the ruling, I'm not -- unless counsel  
24 has a suggestion, not sure how we could then  
25 effectuate that.

1 MR. REINERT: Well, I'll make two points.

2 With respect to redactions, it's  
3 straightforward. It's what we did with the last  
4 transcript.

5 With respect to the ruling, as far as we've  
6 agreed that it doesn't have precedential effect;  
7 we've agreed that we're not going to submit it to  
8 court reporting service. We didn't agree that this  
9 was going to be a secret proceeding.

10 THE COURT: Which is why I'm not putting it  
11 under seal.

12 MR. REINERT: It's a public proceeding, and  
13 the Court's reasoning is public. So I don't know  
14 what the basis would be for sealing the entire  
15 transcript as opposed to sealing the portions of the  
16 transcript that refer to individual's medical  
17 records.

18 MR. SCHEINER: Your Honor, defendants  
19 aren't requesting sealing. It's just that, if  
20 there's a choice about whether the transcript be  
21 posted for anyone to download without paying, we're  
22 requesting that that not be the case. Obviously, if  
23 somebody wants to get the transcript and pay for it,  
24 they have that right.

25 THE COURT: Right, so I don't -- I mean, I

1 think the mechanism -- so in order for the recording  
2 to be reduced to a transcript, which can then be  
3 reviewed and then marked for proposed redactions,  
4 either plaintiffs' counsel or you, sir, or I suppose  
5 the Court would have to order it. That puts it on  
6 the docket with a hyperlink. But that is still --  
7 and it's my understanding that someone other than  
8 counsel and the Court to access that, they click on  
9 it and have to pay.

10 So I don't -- this isn't a -- this isn't  
11 a -- we're not, you know, publicly putting a PDF out  
12 there. It would be available in the way that any  
13 transcript of an open proceeding is available.

14 MR. SCHEINER: That's what I wanted to  
15 check. In other words, somebody else will have to  
16 pay for it. That's the order.

17 THE COURT: That is absolutely my  
18 understanding. I don't know why there would be any  
19 difference with respect to that.

20 So with that, is there anything more?

21 MR. REINERT: No, thank you, Your Honor.

22 THE COURT: In that case -- in that case,  
23 we'll be adjourned.  
24  
25

C E R T I F I C A T E

I, Marissa Lewandowski, certify that the foregoing transcript of proceedings in the case of MILLER, et al v. CITY OF NEW YORK, et al, Docket #1:21-cv-02616-PKC-JW, was prepared using digital transcription software and is a true and accurate record of the proceedings.

Signature Marissa Lewandowski

Marissa Lewandowski

Date: October 16, 2024